

# WW Engineering & Science, Inc.



5555 Glenwood Hills Parkway SE • PO Box 874 • Grand Rapids, MI 49588-0874 • (616) 942-9600. Fax (616) 942-6499

August 24, 1992

US EPA RECORDS CENTER REGION 5



468020

Ms. Susan Hatfield  
R&R International, Inc.  
1234 S. Cleve-Mass Road  
Akron, OH 44321

RE: Albion-Sheridan Township Landfill, Albion, MI  
Drilling and Monitoring Well Installation

Dear Ms. Hatfield:

Congratulations on your successful bid for the drilling and monitoring well installation at the Albion-Sheridan Township Landfill Site in Albion, Michigan.

Enclosed are five (5) unbound copies of the referenced contract for your review and execution. The Agreement Form (yellow pages 00500.1 - 00500.4) is to be signed and witnessed by the subcontractor. If you are a corporation, please execute the certificate on page 00500.3.

All insurance shall be issued in the name of the PRIME CONTRACTOR - WW Engineering & Science and the AGENCY - U.S. Environmental Protection Agency. You are required to effect and maintain the insurance coverage as specified in Article 5 (pages 00701.6 and .7) of the "General Conditions."

Please return all five copies of the executed contracts and insurance documents to our office. One bound executed copy will be returned to your office. We will issue a "Notice to Proceed," which will begin the 120-day completion period, as soon as possible. We will coordinate with your office on the start date.

Thank you for bidding on this project and we look forward to working with your firm.

Very truly yours,

WW ENGINEERING & SCIENCE  
ARCS Program Management Office

Carl A. Malsom  
ARCS Program Manager

Enclosures

cc: Mary Beth Novy, RPM, U.S. EPA  
Elizabeth Uhl, WWES Site Project Manager  
Reading File, 04011, 32

This Agreement is dated as of this 24th day of August in the year 1992, between WW Engineering & Science, hereinafter called PRIME CONTRACTOR, and R&R International, Inc., hereinafter called SUBCONTRACTOR.

PRIME CONTRACTOR and SUBCONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

- 1.1 SUBCONTRACTOR shall complete the Work as specified or indicated in the Contract Documents, generally described as follows:

<u>Albion-Sheridan Township Landfill</u>	<u>04011 No. 3</u>
Project	Contract Number
<u>Drilling and Installation of Monitoring Wells</u>	<u>None</u>
Work	Number of Addenda

ARTICLE 2 - PRIME CONTRACTOR

- 2.1 The Work has been designed by the firm of WW Engineering and Science, who is the PRIME CONTRACTOR on the Work.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Phase I work shall be completed in one hundred twenty (120) days and will be the date stipulated in the Notice to Proceed. The Phase II work completion period will be negotiated and established by change order.
- 3.2 PRIME CONTRACTOR and SUBCONTRACTOR recognize that time is of the essence of this Agreement and that PRIME CONTRACTOR will suffer financial loss if the Work is not completed within the time specified plus any extensions as provided for in the General Conditions. They recognize that the financial loss suffered by PRIME CONTRACTOR in the event that SUBCONTRACTOR fails to complete the Work within the Contract Time would be most difficult to determine accurately in any legal or arbitration proceedings. Instead of requiring such proof, PRIME CONTRACTOR and SUBCONTRACTOR agree that as liquidated damages for delay but not as a penalty SUBCONTRACTOR shall pay PRIME CONTRACTOR one thousand (\$1,000) Dollars for each day that expires after the completion date until the Work is complete.
- 3.3 SUBCONTRACTOR agrees to pay, in addition to liquidated damages, expenses arising from failure to complete the Work within the Contract Time including expenses for engineering services, attorney's fees, technical services and administration costs.

SECTION 00500

ARTICLE 4 - CONTRACT PRICE

- 4.1 PRIME CONTRACTOR will pay SUBCONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

One Hundred Seventy-One Thousand, Six Hundred Nineteen and 00/100 -----  
dollars (\$171,619.00).

ARTICLE 5-PAYMENT APPLICATIONS

- 5.1 PRIME CONTRACTOR, with assistance of SUBCONTRACTOR, will prepare partial and final estimates in accordance with the General Conditions.

ARTICLE 6-PAYMENTS

- 6.1 PRIME CONTRACTOR will make partial and final payments in accordance with the GENERAL CONDITIONS.
- 6.2 All monies not paid when due shall bear interest at the rate of 12% per annum.

ARTICLE 7-CONTRACT DOCUMENTS

- 7.1 The complete Contract between PRIME CONTRACTOR and SUBCONTRACTOR consists of the following:
- 7.1.1 Agreement
  - 7.1.2 Instruction to Bidders
  - 7.1.3 Bid
  - 7.1.4 Notice of Award
  - 7.1.5 General Conditions
  - 7.1.6 Supplemental Conditions
  - 7.1.7 Special Provisions
  - 7.1.8 Specifications
  - 7.1.9 Drawings
  - 7.1.10 Modifications
  - 7.1.11 Addenda (numbers N/A thru N/A inclusive)
  - 7.1.12 Required Certifications

ARTICLE 8-MISCELLANEOUS

- 8.1 Terms used in this Agreement are defined in the General Conditions.
- 8.2 Neither party shall assign or sublet, in whole or in part, any of its rights or obligations, including any monies due, or to become due, under the terms of the Contract Documents

SECTION 00500AGREEMENT

without the prior consent of the other party. This paragraph shall not be construed to limit the powers vested in the PRIME CONTRACTOR under the General Conditions.

8.3 The PRIME CONTRACTOR and SUBCONTRACTOR each binds itself, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 The Contract Documents may only be altered, amended, or repealed by a Modification.

ARTICLE 9-CORPORATE CERTIFICATE AND SEAL

9.1 SUBCONTRACTOR, if a corporation, shall cause the following certificate to be executed. The same officer shall not execute this Agreement and the certificates unless only one person occupies all corporate offices.

CORPORATE CERTIFICATE

9.2 I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as SUBCONTRACTOR herein; that \_\_\_\_\_, who signed this Agreement on behalf of SUBCONTRACTOR, was then \_\_\_\_\_ of the corporation; that the Contract was duly signed and the corporate seal affixed for, and in behalf of, said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

(CORPORATE SEAL)

SECTION 00500

ARTICLE 10-SIGNATURES

10.1 IN TESTIMONY WHEREOF, the parties hereto have executed this contract in at least 3 counterparts, each of which shall be deemed an original, the day and year first above written.

SUBCONTRACTOR

WITNESS \_\_\_\_\_

R&R INTERNATIONAL, INC.  
(Subcontractor)  
\_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

PRIME CONTRACTOR

WITNESS \_\_\_\_\_

WW ENGINEERING & SCIENCE, INC.  
(Prime Contractor)  
\_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

PRIME CONTRACTOR's Attorney